revision 6/28/91-1

FINAL DOCUMENTS both RSG + NETI ~~missing CERT's - POINT + NETI~~

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this 28th day of June , 1991 by and b Network Technologies International, Inc. a Michigan corporation ("Seller") a Foundation, a California non-profit corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the beneficial and record owner of 5,000 shares of Common Stock of Whole Earth 'Lectronic Link, Inc., a California corporation (the "Company"), representing fifty percent ownership; and

WHEREAS, Purchaser wishes to purchase, and Seller wishes to sell all of said shares of Common Stock of the Company (the "Shares") for $25.50 per Share, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

I. SALE OF STOCK

Agreement, on or before July 1, 1991 (the "Closing"), Seller will sell, assign, transfer and deliver stock certificates representing the Shares to Purchaser free and clear of any liens, claims, charges or encumbrances of any nature whatsoever, and in consideration Purchaser will deliver to Seller by certified check or wire transfer $127,500 (the "Purchase Price").

1.02 Certificate. At the Closing, the Seller will deliver to Purchaser a certificate, duly executed by the Secretary of the Company, or a duly executed Resolution of the Board of Directors stating that the Shares are validly issued, fully paid, nonassessable and free and clear of any liens, claims, charges or encumbrances of any kind whatsoever and that they represent fifty (50%) percent of the issued and outstanding stock of the Company on a fully diluted basis.

1.03 Further Assurances. After the Closing, Seller shall from time to time, at the request of Purchaser, execute and deliver such other instruments and documents and take such other actions as Purchaser may reasonably request to consummate the transactions contemplated by this Agreement.

II. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents, covenants and warrants to Seller as follows:

2.01 Authority, Valid and Binding. Purchaser has taken all action required by law to authorize the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement is a valid and binding agreement of Purchase enforceable in accordance with its terms

III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents, covenants and warrants to Purchaser as follows:

3.01 Authority. Seller owns all right, title and interest in the Shares free and clear of any liens or encumbrances and has full authority to enter into this Agreement and consummate the transactions contemplated hereby.

3.02 Authorization. This Agreement is a valid and binding agreement of Seller enforceable in accordance with its terms.

3.03 No Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate or conflict with, or constitute a default under, or cause the acceleration of the maturity of any debt obligation pursuant to any agreement or commitment to which Seller is a party or by which Seller is bound.

3.04 Shares. The Shares are validly issued, fully paid, nonassessable, and free and clear of any liens, claims, charges or encumbrances of any kind whatsoever. Except for this Agreement, there are no outstanding options, rights or agreements of any kind relating to the issuance, sale or transfer of the Shares.

3.05 Litigation. There is no action, suit, inquiry, proceeding or investigation by or before any court or governmental or other regulatory or administrative agency or commission pending or, to the best of Seller's knowledge, threatened against Seller that questions or challenges the validity of this Agreement. Seller agrees to hold Purchaser harmless from any damages or claims against Seller relating to this sale of stock.

3.06 Consents and Governmental Approvals. No consent, approval, or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution and delivery of this Agreement and consummation of the transactions contemplated hereby.

IV. CONDITIONS TO PURCHASER'S OBLIGATIONS.

Each and every obligation of Purchaser under this Agreement shall be subject to the satisfaction, on or before the Closing, of each of the following conditions, unless waived in writing by Purchaser:

4.01 Representations and Warranties. The representations and warranties of Seller contained herein shall be true and accurate in all material respects at and as of the date when made and at and as of the Closing as though such representation and warranties were made at and as of such date.

4.02 Certificate. Seller shall have furnished Purchaser with the certificate required by Section 1.02 of this Agreement.

4.03 Acknowledgement of Payment of Debt. Seller shall acknowledge its receipt of the amount of $47,500 from the Company as payment in full of all outstanding principal and interest through the date of Closing on the Company's debt to Seller.

4.04 Cancellation of Debt. Seller shall have furnished Purchaser with a copy of the cancelled promissory note representing all the outstanding principal and interest on the Company's debt to Seller.

V. CONDITIONS TO SELLER'S OBLIGATIONS.

Each and every obligation of Seller under this Agreement shall be subject to the satisfaction, on or before the Closing, of the following condition, unless waived in writing by Seller :

5.01 Representations and Warranties. The representations and warranties of Purchaser contained herein shall be true and accurate in all material respects at and as of the date when made and at and as of the Closing as though such representations and warranties were made at and as of such date.accordance herewith.

5.02 Payment of Debt. Seller shall have received the amount of $47,500 from the Company as payment in full of all outstanding principal and interest through the date of Closing on the Company's debt to Seller.

VI. MISCELLANEOUS.

6.01 Survival of Representations. The representations and covenants of the Purchaser and Seller contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Purchaser or the Seller.

6.02 Further Instruments and Actions. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

6.03 Expenses; Transfer Taxes, Etc. Except as otherwise provided in this Agreement, each party agrees that all fees and expenses incurred by it in connection with this Agreement shall be borne by it, including, without limitation, all fees of counsel,financial advisors and accountants. Seller agrees that it will pay all sales, transfer or other taxes which may be payable in connection with the transactions contemplated by this Agreement.

6.04 Amendments and Waivers. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous understandings, written or oral. This Agreement may only be amended with the written consent of the parties hereto, or their successors or assigns, and no oral waiver or amendment shall be effective under any circumstances whatsoever.

6.05 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party.

6.06 Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

6.07 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.08 Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

POINT FOUNDATION

By: Kelly Lee Keenan

Title: Executive Director

NETWORK TECHNOLOGIES INTERNATIONAL, INC.

By: Michael E Wiens

Title: President & CEO

ORIGINALS.
POINT + NETI
>KT to Sign?

Network Technologies International Inc.

Certified Resolution of the Board of Directors

On June 19, 1991 The Board of Directors of Network Technologies International Inc. ("NETI") approved the sale to The Point Foundation of all of the Company's shares in the Whole Earth Lectronic Link ("WELL") and the cancellation of a promissory note made by the WELL dated October, 1989 for total consideration of a $175,000.00 cash payment.

Robert J. Martel, Secretary — Date 6/28/91

A CALIFORNIA CLOSE CORPORATION

NUMBER 2

SHARES ***5,000**

INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

WHOLE EARTH 'LECTRONIC LINK, INC.

Authorized To Issue 100,000 Common Shares

This Corporation is a Close Corporation. The number of holders of record of its shares of all classes cannot exceed . Any attempted voluntary inter vivos transfer which would violate this requirement is void. Refer to the Articles, Bylaws and any agreements on file with the Secretary of the Corporation for further restrictions.

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

THIS CERTIFIES THAT Network Technologies International, Inc. is the owner of **Five Thousand********** fully paid and nonassessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation.

Dated October 1, 1989

SECRETARY/TREASURER

PRESIDENT

260.141.11 OF TITLE 10 OF THE CALIFORNIA ADMINISTRATIVE CODE

260.141.11. Restriction on Transfer. (a) The issuer of any security upon which a restriction on transfer has been imposed pursuant to Sections 260.102.6, 260.141.10 or 260.534 shall cause a copy of this section to be delivered to each issuee or transferee of such security at the time the certificate evidencing the security is delivered to the issuee or transferee.

(b) It is unlawful for the holder of any such security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of these rules), except:

(1) to the issuer;

(2) pursuant to the order or process of any court;

(3) to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;

(4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;

(5) to holders of securities of the same class of the same issuer;

(6) by way of gift or donation inter vivos or on death;

(7) by or through a broker-dealer licensed under the Code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;

(8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;

(9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;

(10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;

(11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;

(12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code, provided that no order under Section 25140 or Subdivision (a) of Section 25143 is in effect with respect to such qualification;

(13) between residents of foreign states, territories or countries who are neither domiciled nor actually present in this state;

(14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state; or

(15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;

(16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities;

provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.

(c) The certificates representing all such securities subject to such a restriction on transfer, whether upon initial issuance or upon any transfer thereof, shall bear on their face a legend, prominently stamped or printed thereon in capital letters of not less than 10-point size, reading as follows:

"IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES."

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The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations. Additional abbreviations may also be used though not in the list.

TEN COM	— as tenants in common	UNIF GIFT MIN ACT —	Custodian (Minor)
TEN ENT	— as tenants by the entireties		under Uniform Gifts to Minors Act (State)
JT TEN	— as joint tenants with right of survivorship and not as tenants in common		

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

94 / 2147154

For value received, the undersigned hereby sells, assigns and transfers unto

The Point Foundation

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

FIVE THOUSAND (5,000) Shares

represented by the within Certificate, and hereby irrevocably constitutes and appoints ..... *Attorney to transfer the said shares on the books of the within-named Corporation with full power of substitution in the premises.*

Dated, 3 JULY 1991

In presence of

John [illegible]

R. Michael E. [illegible]

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement, or any change whatever.